

Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Herb Hyman-(954) 797-1016

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF THE SPORTS SECTION TO PROVIDE SPORTS PHOTOGRAPHY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES.

REPORT IN BRIEF:

Contractor photographs all participants in any Town of Davie sports program on a schedule set forth by the Town's Park and Recreation Department. The Sports Section was selected based on the prices of the photography packages, quality of samples presented, new types of photography packages offered, ability to turn around the photos in a short time span, and satisfactorily dealing with customer concerns based on past experience. The Town will receive: up to ten scholarship photo packages per year, "no cost" action shots of each sport, "no cost" coaches plaques, "no cost" photos of tackle football and traveling soccer teams, "no cost" sponsor plaques, and \$1.00 for every photo package sold. The initial contract is a two (2) year agreement .

PREVIOUS ACTIONS:

Not applicable.

CONCURRENCES:

The recommendation for The Sports Section has been made by the Director of Parks and Recreation and approved by the selection committee.

FISCAL IMPACT:

Is appropriation required? Not applicable

Additional Comments: No cost to Town. Town will receive benefits described above

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

Resolution

Recommendation memo

Contract document

| RESOLUTION NO. | |
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A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF THE SPORTS SECTION TO PROVIDE SPORTS PHOTOGRAPHY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals for sports photography services; and WHEREAS, the selection committee has selected The Sports Section as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

<u>SECTION 1</u>. The Town Council of the Town of Davie does hereby accept the selection of The Sports Section as the firm best qualified to provide sports photography services and authorizes the Mayor to execute an agreement for such services.

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| SECTION 2. This resolution sha | all take effect immediately upon its | passage an |
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| adoption. | | |
| PASSED AND ADOPTED THIS | DAY OF | , 2000 |
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| | | |
| | MAYOR/COUNCILMEMBER | |
| Attest: | | |
| | | |
| TOWN CLERK | | |

APPROVED THIS ______, 2000

MEMORANDUM

PARKS AND RECREATION DEPARTMENT

TO: Herb Hyman, Procurement Manager

THROUGH: Chris Wallace, Budget and Finance Director

FROM: Sharon Kent, Parks and Recreation Director

DATE: July 3, 2000

SUBJECT: Recommendation for the Photography Request For Proposal

Staff has reviewed the proposals that were submitted and interviewed two of the vendors and we are recommending that Sports Section be given the award. This is based upon the following criteria: the new types of photography packages γ resented, the price to the patrons, the ability to turn around the photos in a very short time span, the willingness to retake photo shots of the various teams and the past experience with dealing with customer concerns.

1. SCOPE OF SERVICES:

The Sports Section known henceforth as Contractor shall provide photograph c services to the Davie Parks and Recreation Department for a two year period commercing July 1, 2000 and ending on May 31, 2002. Photographer is responsible for the provision of qualified photographers to all locations on a prompt and timely basis, as notified by the Parks and Recreation Department upon a minimum notice of (24) tweny four hours. Contractor shall allow time for return visits, as many as might be required, for those children who were not present at the scheduled photograph session. Contractor shall also be required to reshoot any photos of participants that are faulty or not considered to be of acceptable quality at the sole discretion of the Parks and Recreation Director and/or their designee. Contractor shall have the exclusive rights to take photos of the Town of Davie sponsored athletic events and charge rates as listed in this contract.

2. CONDUCT OF CONTRACTOR:

Contractor shall at all times conduct his or her business in a professional and courteous manner to the satisfaction of the Parks and Recreation Director and/or their designee. Contractor shall provide each participant with a fee schedule of any and a l services and/or packages that are offered to the participants.

3. SCHEDULING OF PHOTOGRAPHIC SERVICES:

The Town will advise the contractor of the week that the service is needed and the contractor will set up the photography schedules with the approval from the Director of Parks and Recreation and/or their designee.

4. PHOTO PACKAGES:

Contractor will provide the following standard photo packages at the corresponding prices, with the sales tax added on Order Form:

Package #1:

Two 4 x 5 of individual photo

One 5 x 7 team photo with combination holder

\$9.50

Package #2:

Eight wallets of individual photo

Two 4 x 5 of individual photo

One 5 x 7 of team photo with combination holder

\$14.25

Package #3

One 8 x 10 of individual photo

Eight wallets of individual photo

Two 5 x 7 of individual photo

One 8 x 10 of team photo with combination holder

\$21.75

Package #4

Twelve trading cards

Two 4 x 5 of individual photo

One 5 x 7 of team photo with combination holder

\$16.50

Vendor is permitted to offer other products and various combination packages.

5. DELIVERY OF PHOTOS:

Contractor will guarantee a set period not to exceed four (4) weeks to have all participants' pictures photo packages back to the Town after the photos lave been taken. The Contractor will pick up from the Town and mail any photo packages of the participants that are not picked up by the participants' family at the end of that sports season.

6. PRODUCTS FOR THE TOWN OF DAVIE:

Contractor shall provide the following to the Town of Davie:

- A. Provide up to ten scholarship photo packages per year for any children in our programs who are on the scholarship plan and cannot afford the cost of the photographers.
- B. Contractor will be required to take one roll of film on the day of photos showing action shots of each sport for the Town of Davie at no additional cost.
- C. Contractor will be required to deliver to the Town of Davie two (2) 8" x 1(" coaches plaques with son or daughter for each sanctioned team sponsored by the Tcwn, at no cost to the Town.
- D. Contractor will be required to take 1" photos for all tackle football and traveling soccer teams at no cost to the Town or the participant.
- E. Contractor will be required to provide sponsor photo plaques for each team as needed at no additional cost.
- F. Contractor shall pay the Town of Davie \$1.00 per package sold to Davie participants.
- 7. **INSURANCE:** The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance.

The Contractor shall carry in force at all times the insurance coverage with the Town included as "Additional Insured".

Insurance requirements are as follows:

1. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Limits: Worker's Compensation - Statutory

Employer Liability - \$100,000 each accident
Disease - \$500,000 policy limit
Disease - \$100,000 each employee

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Limits: Bodily Injury/Property Damage Combined Single Limit - \$1,000,000 each occurrence. This shall include coverage for:

Premises/Operations

Products/Completed Operations

Contractual Liability Independent Contractors

 BUSINESS AUTO LIABILITY- Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit For Bod: ly Injury and Property Damage. This shall include coverage for: owned autos, hired autos, non-owned autos. Insurance must be furnished to the Town PRIOR TO THE COMMENCEMENT of any work. Failure to do so will result in the recommendation to terminate the contract immediately.

The Town will be given thirty (30) days written notice of any cancellation o $\dot{}$ material change in any policy.

| 8. PERMITS, TAXES AND LICENSE: | |
|--|---|
| Contractor shall at their own expense obtain | all necessary permits, license, fees and/or |
| taxes. Signature: | Signature: |
| Sports Section | Town of Davie |
| 6/30/20 | |
| Date | Date |

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